

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA
TULSA DIVISION

FILED

2001 OCT 26 PM 2:41

IN RE OMAR ALFONSO RESENDIZ)
a/k/a OMAR ALFONSO RESENDIZ FARIAS)
and JAIME MICHELLE RESENDIZ)
p/k/a JAIME MICHELLE WHITE,)

DEBTORS.)

AMERICAN EXPRESS TRAVEL RELATED
SERVICES COMPANY, INC.,)

PLAINTIFF,)

OMAR A. RESENDIZ a/k/a)
a/k/a OMAR ALFONSO RESENDIZ)
and JAMIE M. RESENDIZ)
a/k/a JAIME MICHELLE RESENDIZ,)

DEFENDANTS.)

BANKR. NO. 01-032918
CHAPTER 7

TIMOTHY R. WILSON, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLA

ADV. NO. 01-0381-R

**STIPULATED JUDGMENT AND
REQUEST FOR COURT APPROVAL**

The Plaintiff, American Express Travel Related Services Company, Inc. ("American Express"), and the Defendants, Omar A. Resendiz a/k/a Omar Alfonso Resendiz and Jamie M. Resendiz a/k/a Jaime Michelle Resendiz, by and through counsel, hereby stipulate as follows:

1. The sum of \$3,452.53, plus attorney's fees in the amount of \$535.70 and costs in the amount of \$150.00 for a total of \$4,138.23 (the "Judgment Amount"), representing a portion of the balance owed to the Plaintiff by the Defendants with respect to American Express account number 3717-246686-71007, is hereby determined to be nondischargeable pursuant to 11 U.S.C. §523(a)(2)(A). The Plaintiff is hereby awarded a nondischargeable final judgment against the Defendants in the amount of \$4,138.23 plus interest at the legal rate.

2. The Defendants may satisfy their obligation under this Stipulation by the payment of \$2,500.00 (the "Settlement Amount") through twenty-five (25) consecutive monthly payments of \$100.00 each. The first payment is due on or before December 1, 2001, with all subsequent payments due on or before the 1st day of each month thereafter. If the Defendants pay the Settlement Amount according to the terms as set forth in this paragraph, any remaining monies due under the Judgment Amount shall be forgiven.

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3. The payments shall be made payable to American Express Travel Related Services Company, Inc. and mailed directly to the Plaintiff c/o BECKET & LEE LLP, P.O. Box 3001, Malvern, PA 19355, or at such other address as Plaintiff may provide to Defendant in writing. Account number 3715-613480-21009 shall appear on each payment.

4. If the Defendants should fall thirty (30) days or more in arrears with regard to the above mentioned repayment schedule, the Plaintiff shall be allowed to pursue the Defendants for the Judgment Amount, plus all accrued interest, together with attorney's fees and court costs, less credit for all amounts received hereunder.

5. In the event the Defendants default or a payment is returned due to insufficient funds, any future payment shall be made in the form of money order or certified funds.

6. The Defendants hereby authorizes the Plaintiff to contact the Defendants regarding payment of the Settlement Amount and the Judgment Amount, if necessary.


7. The Defendants may prepay all or any portion of the Settlement Amount at any time without penalty, provided that, if for any reason, in any month, the Defendants pay more than the amount due for that month under this Stipulation, the Defendants shall continue to be obligated under this Stipulation to make the next monthly payment as scheduled. The payment in excess of the amount required under this Stipulation shall shorten the Defendants' repayment schedule, but shall not, under any circumstances, entitle the Defendants to skip the next scheduled payment.

8. The Plaintiff remains entitled to distribution from the bankruptcy estate.


9. If the Defendants' bankruptcy is dismissed or discharge is denied, American Express shall be entitled to recover the full account balance as of the petition date, less credit given for all amounts received under the terms of this Stipulation.

WHEREFORE, the parties pray this Honorable Court for an Order approving the instant stipulation and closing the adversary matter.


DATE: 10/18/01


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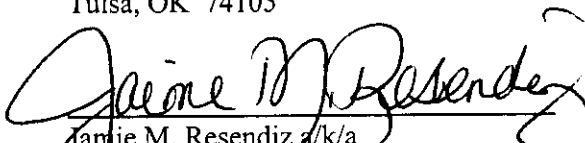
DATE: 10/23/01


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DATE: 10/23/01


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